

conditions of purchase

§ 1 Area of applicability

The following conditions of purchase apply to purchase contracts, contracts for work and contracts for work and materials (referred to hereinafter as "contracts") made between Knocks FLUID-Technik GmbH (referred to hereinafter as "Knocks") and the supplier on the delivery and/or manufacture of goods. They also apply to all future business relationships, even if they are not explicitly agreed on once more. Deviating conditions of the supplier that Knocks does not explicitly acknowledge in writing shall have no binding force, even if Knocks does not explicitly oppose them. The following conditions of purchase shall apply even if Knocks unconditionally accepts the goods in full knowledge of conflicting or deviating conditions of the supplier.

§ 2 Offer / conclusion of contract

2.1 Knocks will make orders orally, in writing, by fax or by e-mail, and confirmation of the order by the supplier is required for them to be accepted.

2.2 The confirmation of an order must show the terms and conditions agreed in each case (articles, quantities, prices, delivery deadlines, complete delivery/delivery on call, index of drawings, packaging unit).

§ 3 Prices / settlement of accounts / assignment / reciprocal rights

3.1 Unless otherwise agreed between the parties, the price shown by Knocks in the order is binding and applies free to our address. Packaging costs are included in the price. The price is to be understood as excluding the respectively valid lawful value-added tax. All the supplier's invoices must show an order number stated by Knocks. After delivery has been made, invoices made out in duplicate are to be sent to the billing address stated in the order. Original invoices must not be attached to deliveries of goods.

3.2 Unless otherwise agreed with the supplier in writing, Knocks pays within two weeks with a 3% discount, or net within 30 days, counting from the receipt of the goods and receipt of the invoice by Knocks.

3.3 Knocks is fully entitled to lawful rights of offsetting and/or retention. Knocks is entitled to assign claims arising from contracts without the supplier's consent. Outside the area of application of § 354a HGB [Handelsgesetzbuch, German Commercial Code] the supplier is not entitled to assign claims arising from the contractual relationship to third parties without the prior written consent of Knocks.

§ 4 Delivery

4.1 The delivery deadline or delivery dates stated in the order / confirmation of order are binding on the supplier. The supplier is obliged to inform Knocks promptly in writing if circumstances occur or become recognizable whose result is that the agreed target date cannot be met.

4.2 If the supplier is in default, Knocks is entitled to the lawful claims without limit. If Knocks enforces claims for damages, the supplier is entitled to prove that he is not responsible for a dereliction of duties.

4.3 Risk in goods ordered is not transferred to Knocks until the deliveries/performances are handed over to Knocks at the place of performance, or they are accepted by Knocks.

4.4 In the event of deviations in weight, the weight ascertained by Knocks during its check on incoming materials shall apply, unless the supplier proves that the weight calculated by him was correctly established. The same shall apply in the event of deviations in quantities or dimensions. Deviations in quantities, dimensions or weights are not permissible within specific tolerances. The supplier must provide explicit information about any deviations in quantities, dimensions or weight at least three working days before delivery.

4.5 Goods become the unconditional property of Knocks on being handed over to Knocks.

4.6 Part-deliveries may be made only if previously agreed with Knocks.

4.7 Excess delivered quantities that exceed by more than 2% the quantity relating to the article ordered are permissible only if previously notified to Knocks and approved by Knocks. If this regulation is violated, Knocks is entitled to return excess delivered quantities to the supplier at the supplier's cost.

§ 5 Quality / guarantee / liability / statute of limitations

5.1 The Knocks quality assurance guideline is a component of the contract.

5.2 Knocks is entitled to the lawful claims for defects and rights regarding defects against the supplier without restriction and the supplier is liable to Knocks for damages to the legal extent and under the lawful prerequisites.

5.3 If goods are delivered that Knocks must investigate in accordance with § 377 of the HGB [Handelsgesetzbuch, Commercial Code], the period allowed for investigating and complaining of defects is two weeks from the acceptance of delivery in the case of an obvious defect in the goods, and two weeks from the discovery of a hidden defect.

5.4 The statute of limitations for defect claims is 36 months with effect from the transfer of risk.

5.5 In urgent cases – in particular to prevent threatened hazards – Knocks is entitled to eliminate defects itself at the supplier's expense.

§ 6 Damaged products

6.1 If Knocks is claimed against by a third party because of a damaged product for which the supplier is responsible, the supplier must comprehensively indemnify Knocks against such claims, including the costs necessary for defending against such claims.

6.2 If Knocks must perform a recall operation because of a damaging event within the meaning of 6.1, the supplier is obliged to reimburse Knocks with all expenditures arising from or in connection with the recall operation performed by Knocks. Where it is possible and reasonable in terms of time, Knocks will inform the supplier of the content and extent of the recall operation and will give him an opportunity to make a statement. More extensive legal claims by Knocks remain unaffected.

§ 7 Confidentiality / copyright

7.1 Drawings, plans, models, data and other documents made available to the supplier by Knocks remain the property of Knocks, which retains all copyright in such documents. Outside the scope of this contract, the supplier may exploit such documents or products made on their basis and/or pass these to third parties or make them accessible to third parties, only with written consent from Knocks. After fulfilling the respective contract, the supplier must retain the documents free of charge and, unless otherwise instructed, may use them only as a basis for follow-up orders from Knocks. Notwithstanding the foregoing, Knocks is entitled to demand the surrender of the documents at any time.

7.2 The supplier is liable for ensuring that, by delivering and using the respective object of the contract to be manufactured and/or supplied by him, industrial property rights and/or copyright of third parties are not infringed, unless such infringement of property rights is based on documents provided by Knocks. The supplier undertakes to hold Knocks harmless against any claims by third parties because of infringements of industrial property rights within the meaning of S.1 – including the costs of defending against unjustified claims – and to indemnify Knocks.

7.3 Even if industrial property rights of the supplier exist, Knocks or representatives authorized by Knocks may make repairs.

§ 8 Place of jurisdiction / place of performance / applicable law

8.1 If the supplier is a businessman within the meaning of the German Commercial Code, a legal entity under public law, or a special asset of the Federal Government under public law, the registered office of Knocks is the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. Knocks is however entitled to bring an action against the supplier before the court at which the supplier has his registered office.

8.2 The place of performance for deliveries and payments is Selm.

8.3 The contract language is German. To the exclusion of the Vienna Agreement of 11.04.1980 on contracts for the international sale of goods (United Nations Convention on contracts for the international sale of goods (1980) [CISG]), the law of the Federal German Republic is exclusively applicable to statements and contracts made on the basis of these conditions.